

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
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The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>

6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

10. MAILING LIST INFORMATION <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NOTES TO OFFERORS

Potential contractors should pay special attention to clause L.17 – PREPROPOSAL CONFERENCE. The timeline for receipt of questions and conducting the pre-proposal conference will be adhered to strictly.

All potential contractors should ensure that the submittal of its proposal constitute its best offer to the Government in terms of technical, Performance Work Statement and price at closing. Failure to do so could cause the proposal to be removed from further consideration after the initial evaluation and review.

The pace of the acquisition will require offerors to respond quickly and completely once the Contracting Officer identifies items from its proposal that require correction, and/or further clarification. Offerors must provide a point of contact with the capability to respond to these inquiries seven days a week until the proposals are judged complete or discussions are terminated or the contract is awarded.

**PART I – THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND
PRICES/COSTS**

B-1 INVOICES EXCLUSIVE OF TAXES OR DUTIES DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

B-2 TAX RELIEF DFARS 252.229-7001 (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (*Offeror insert*) RATE (PERCENTAGE): (*Offeror insert*)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

B-3 PRICING SCHEDULE B (CLIN LISTINGS)

(a) CLINs 0001 through 0006 are firm-fixed price for the day to day operations of the DRMO. The offeror should cover all costs related to this service under these CLINs including but not limited to personnel cost, equipment maintenance, communication equipment, etc.

(b) CLIN 0007 is included on the contract to reimburse the contractor for costs associated with support to customers not located on the installations that houses the DRMOs in Iraq, Kuwait and Afghanistan. When off-site service is required the Government will identify the location where the service is needed and provide a best estimate of the work that will need to be performed upon its arrival at the site (see sample task order at attachment IV). The offeror will be required to submit a price proposal for the service at the identified location(s). The established wage rates provided under CLINs 0007AA through 0007BB must be used to cover the labor for the off-site support. The remainder of the cost proposal must cover other service elements the contractor must utilize to fulfill the requirement after the Government has identified scope of work at the locations(s). CLIN 0007AC is included in the schedule as a placeholder to cover non-labor cost the contract incurs as a result of providing support to off-site locations and surges. The

Government will issue a funded order prior to the offeror commencing work. All additional personnel and equipment in excess of those at the DRMOs needed to service the off-site locations will be covered under this re-imbursement CLIN. From time to time there may be a need for surge capability to support the U.S. Military mission. Any additional costs the contractor incurs responding to surges will be also be reimbursed under CLIN 0007. A sample task order request has been attached. The purpose of this sample task order is to give offerors an idea of how the Government will identify service needs for those sites not co-located with the DRMO. Once this information is provided, it is expected that a task order proposal will be submitted to the Contracting officer outlining the firms total cost for providing the service. Other than, the labor rate which will be established during the negotiation process, all other costs must supported.

SECTION C - PERFORMANCE WORK STATEMENT

To be proposed by the contractor

SECTION D - PACKAGING AND MARKING

See Technical Exhibit

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/VFDFARA.HTM>; <http://farsite.hill.af.mil/VFFARA.HTM>;
<http://www.dla.mil/j-3/j-3311/dlad/rev5.htm>

E-2 INSPECTION OF SUPPLIES-FIXED PRICE FAR 52.246-2 (AUG 1996)

E-3 INSPECTION OF SERVICES-FIXED-PRICE FAR 52.246-4 (AUG 1996)

E-4 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR FAR 52.246-6 (MAY 2001)

E-5 PLACES OF GOVERNMENT INSPECTION DRMS (DEC 2006)

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, all services performed by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

SECTION F DELIVERIES OR PERFORMANCE

F-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/VFDFARA.HTM>; <http://farsite.hill.af.mil/VFFARA.HTM>;
<http://www.dla.mil/j-3/j-3311/dlad/rev5.htm>

F-2 STOP-WORK ORDER

FAR 52.242-15 (AUG 1989)

F-3 GOVERNMENT DELAY OF WORK

FAR 52.242-17 (APR 1984)

F-4 PERIOD OF PERFORMANCE

DRMS (DEC 2006)

a. This contract period of performance shall be effective for a period of 24 months from the date of contract award.

b. The Government has the option to extend the contract for three, 12-month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000).

F-5 PLACE OF PERFORMANCE

DRMS (DEC 2006)

Services under this contract shall be performed predominantly at DRMO locations in Southwest and Central Asia. The contractor will run the DRMO operations in Iraq, Kuwait and Afghanistan. The Iraq DRMOs are as follows; Anaconda, Al Asad, and Speicher and Victory. The DRMO location in Afghanistan is located at Bagram and the sole DRMO in Kuwait is located at Arifjan. The contractor will also be required to provide service to Forward Operating Bases (FOBs) in Iraq and must have the flexibility to support the U.S. Military wherever deployed in the Area of Operation (AOR).

F-6 TIME OF PERFORMANCE

DRMS (DEC 2006)

All services performed under this contract shall normally be performed during regular working hours of the week. Work hours may frequently extend beyond regular hours up to 12 or more hours per day when requested by the COR or as requested by the contractor subject to COR approval. Due to military mission the DRMO's open time must be flexible to accommodate the military forces. Therefore, the DRMO **must** have the ability and flexibility to open for these customers at any time day or night. The contractor is advised that military mission, special operations, increased force protection and training may affect the ability of the COR and the contractor to perform services on certain days or at certain times during the work week.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/VFDFARA.HTM>; <http://farsite.hill.af.mil/VFFARA.HTM>;
<http://www.dla.mil/j-3/j-3311/dlad/rev5.htm>

G-2 CONTRACTING OFFICER'S REPRESENTATIVE DFARS 252.201-7000 (DEC 1991)

G-3 CONTRACT MANAGER / ALTERNATE CONTRACT MANAGER / ON-SITE TECHNICAL REPRESENTATIVE (OST)/ TRANSPORTER QUALIFICATIONS DRMS (DEC 2006)

a. The contractor must provide the names and telephone numbers of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager and on-site technical representatives to the Contracting Officer in a timeline consistent with its phase in plan.

b. The contract manager, and the alternate contract manager in the absence of the contract manager, shall have authority to act for the firm during the operation of this contract, i.e., for all arrangements and required coordination. The contractor agrees that notice by the U.S. Government to the designated contract manager or alternate contract manager, shall constitute notice to the firm, and agrees to be bound by any commitments or representations made by the employees so designated. Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name.

c. All correspondence pursuant to this contract shall be in the English language. The contract manager, his alternate, and his OST must be able to understand English language and be able to speak the English language with sufficient structural accuracy and vocabulary to participate effectively in conversations on practical and professional levels. They must also be able to proficiently read and draft official correspondence and reports in the English language.

d. The contractor shall ensure that all operations conducted under this contract on Government installations are supervised by an individual who is capable of resolving questions/inquiries concerning technical aspects of the work involved.

e. The contractor shall be prepared to provide personnel information for access to any military installation to the Contracting Officer and on-site COR at least five (5) days prior to the requested timeframe for any scheduled site visits or to conduct site visits or other activities under the contract. In addition, the contractor must insert the telephone and fax numbers and e-mail

addresses of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager.

f. The contractor shall list below the names and telephone numbers of the Contract Manager, Alternate Contract Manager and on-site Technical Representatives (OST) for all locations in its phase in plan.

G-4 ACCEPTANCE, INVOICING AND PAYMENT

DRMS (DEC 2006)

The contractor may bill monthly after performance is completed in accordance with FAR 52.232-25. Invoices may be faxed to DES-WRF at (269) 961-4237 or mailed to the Defense Logistics Information Service, Attn: DES-WRF, 74 North Washington, Avenue, Battle Creek, MI 49017. Upon receipt of the invoice, the Government will conduct a review of the submitted documentation. The Government inspection period shall not exceed 20 days. If the Government decides not to accept the services, in whole or in part, the contractor will receive written notification of the deficiency within fifteen (15) days after the completion of the inspection period specifying the deficiencies. Upon subsequent correction of the noted deficiencies and acceptance of services, the Government will certify the invoice and forward to the designated billing office for payment.

G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO) DRMS (APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 CRIMINAL JURISDICTION OVER CIVILIANS EMPLOYED BY OR ACCOMPANYING THE ARMED FORCES OUTSIDE THE UNITED STATES, CERTAIN SERVICE MEMBERS, AND FORMER SERVICE MEMBERS. DOD INSTRUCTION 5525.11

http://www.dtic.mil/whs/directives/corres/pdf/i552511_030305/i552511p.pdf

The contractor on this contract shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. Questions concerning the applicability of this clause should be directed to the contracting officer. The term contractor includes subcontractors at any tier for purposes of this clause. The above notification will be as follows:

“Notification: Under the “Military Extraterritorial Jurisdiction Act” (MEJA (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Kuwaiti theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Kuwait or Kuwaiti Nationals. The law also applies to individuals accompanying a contractor for the US armed forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.”

H-2 CONTRACTORS ON THE BATTLEFIELD. FM 3-100.21

http://www.osc.army.mil/gc/files/fm3_100x21.pdf

H-3 CONTRACTOR HOSTAGE REPORTING PROCEDURES

Procedures for kidnapping or attempted kidnapping reporting are:

- a. Notify the administrative contracting officer.
- b. Report the following information:

Name: _____ Agency: _____
Date: _____ Time: _____

Phone: _____ E-mail: _____

The contractor shall provide as detail as possible including but not limited to the following:

- (1) Who was kidnapped?
- (2) What happened? How was the person kidnapped?
- (3) When did the incident occur?
- (4) Where did it happen?
- (5) Why do you think they might have been kidnapped?
- (6) Are there any witnesses to the incident? Provide contact information for the witnesses.
- (7) Provide the following details about the hostage(s): (a) Name, age, Nationality and country/city of residence, hair color/eye color/weight/blood type, distinguishing physical characteristics, clothing, profession, employer, passport or other ID number, vehicle make, model and license number, planned activities on day of incident, current residential address and phone number, cell phone number and a photo of the victim.
- (8) Please provide any available details about the hostage takers: Number of kidnappers and their physical description, clothing, weapons, number of vehicles, vehicles make, model and license plates number(s).
- (9) Is the hostage's government aware of the situation? If so, who was informed?
- (10) Is the Iraqi government aware of the situation? If so, who was informed?
- (11) Is the hostage's employer aware of the situation? If so, who was informed?
- (12) Is the hostage's family aware of the situation? Provide contact information.
- (13) Have the hostage takers made any public statements in the press?
- (14) Have the hostages made contact with the hostage's government/family/any other individual? How have they made contact? What are their phone numbers?
- (15) What was discussed in the negotiations with the hostage takers? What demands or threats did they make?

The Contracting Officer will notify the Joint Contracting Commander – Iraq/Afghanistan (J3) of a contractor kidnapping.

H.4 DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

All contractors in the Multi-National Forces – Iraq (MNF-I) theatre of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives and instructions issued by the MNF-I Commander relating to force protection and safety. Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and submit a written report to a ROC within 48 hours.

The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section

(or as otherwise directed): roc.ops@egisiraq.com, DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMersed 870764061257.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remains available for Coalition response forces based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a point of contact in the contractor's management, and the telephone number of the ROC.

H-5 TRAFFICKING IN PERSONS PROHIBITION

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Title 22, United States Code, Section 7102, defines "severe forms of trafficking in persons" as "the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery."

All contractors are reminded of the provisions of Title 22, United States Code, Section 7104(g), that requires the President of the United States to ensure that any contract entered into by a Federal department or agency with a contractor, shall include a condition authorizing the department or agency to terminate the contract, without penalty to the United States Government, if the contractor or any subcontractor (i) engages in severe forms of trafficking in persons, or (ii) uses forced labor in the performance of the contract.

BASED UPON THIS AUTHORITY, THIS CONTRACT MAY BE TERMINATED BY THE GOVERNMENT, WITHOUT PENALTY TO THE GOVERNMENT, IF THE CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS AT ANY TIER, ENGAGES IN SEVERE FORMS OF TRAFFICKING IN PERSONS, OR, USES FORCED LABOR IN THE PERFORMANCE OF THE CONTRACT. "WITHOUT PENALTY" MEANS THAT THE CONTRACT MAY BE TERMINATED FOR DEFAULT/CAUSE. THIS PROVISION DOES NOT JUST APPLY TO CASES OF WITHHOLDING PASSPORTS, BUT TO ANY AND ALL FORMS OF HUMAN TRAFFICKING, PROPAGATION OF INHUMANE LIVING CONDITIONS, AND VIOLATION OF ANY OF THE PROVISIONS OF THIS SPECIAL CONTRACT REQUIREMENT. VIOLATION OF

THESE PROVISIONS WILL ALSO SUBJECT OFFENDING CONTRACTORS TO SUSPENSION, DEBARMENT, AND BEING BANNED FROM GOVERNMENT INSTALLATIONS.

Discussion of particular laws and statutes does not relieve the contractor from complying with all applicable laws and statutes, whether mentioned in this contract or not, including all United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, and those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 USC 3261-3267) and 18 USC 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable.
- 5) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

H.6 PASSES FOR ENTRY INTO MILITARY PREMISES DRMS (DEC 2006)

H-6.1 All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must

acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

H-6.2 Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract. Installation access requirements can vary between installations and the exact requirements for submitting identification papers, passports, background checks, etc. will be provided after award of the contract.

H-6.3 Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the following information: Installation access requirements can vary between installations and the exact requirements for submitting permits, licenses, insurance documents and driver identification will be provided after contract award.

H-6.4 The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by applicable base regulations for lost and stolen passes. It is the responsibility of the contractor to coordinate with base personnel to obtain applicable base regulations. The contractor shall inform employees that they are subject to search when entering and leaving the installation.

H-6.5 Citizens from the following designated countries (passport holders) are not authorized access to U.S. military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen, and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina).

H-6.6 The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

H-6.7 Badging Requirement. All personnel entering U.S. Military bases require proper identification and badging to do so. For work efforts projected under 30-days, the contractor (Ktr) shall provide adequate documentation for each employee to the Contracting Officer Representative (COR). The information shall include, as a minimum, the person's name, photograph, or copy of passport (third-country nationals, TCN) or current Jentsia (local national Iraqi, LN). Failure of any contractor employee to produce required documentation will result in denied access to the installation and, if the problem continues, possible grounds for contract termination. Failure to provide proper identification at the Entry Control Point (ECP) is considered a contractor-caused delay and can result in increased costs to the contractor. No additional delivery time is afforded for failure to provide proper identification at the ECP.

H.6.7.1 Contracts with Periods of Performance (POP) < 30-days. Contractor personnel may be escorted onto the COB daily by the COR (or COR-designated representatives) for services, under visitor passes each day during POP. Contractors are encouraged to pursue MNF-I badging per below instructions.

H.6.7.2 Contracts with Periods of Performance (POP) \geq 30-days. All contractor employees must apply for MNF-I badge; it is best for contractors to have employees badged prior to period of performance. Contractor completes "Applicant Section A" of the form provided at Attachment 02 (one form for each employee w/out a badge), submits all completed forms to the COR, and schedules an appointment (thru the COR) for all personnel to report to Communications Bunker for biometric screening. COR processes application forms thru the Base Defense Operations Cell (BDOC) by completing Sections B & C, schedules/escorts contractor personnel for screening, and receives/disseminates approved badges when they return from processing. Allow one-month for processing of badges. Once contractor employees are badged, the status of their badge approved will determine whether or not each individual employee has unescorted or escorted access on the COB.

H.6.7.3 Escort Requirement. In order to gain access to any military installation, contractor's local national (LN) and third-country national (TCN) employees w/out non-escort privileges will require escort by personnel with "escort authorization." Contractors with business on the base will coordinate with the sponsoring activity COR no later 24-hours in advance of link-up time and date to meet at the main gate/entrance each workday for such employees to be escorted inside the military compound by U.S. military personnel - i.e., the COR or the COR's designated representative(s). The escort-authorized sponsoring organization personnel who escort their contractors onto the FOB must escort them back off of the FOB each day NLT 1600. Contractor's can pursue MNF-I badging through the COR identified in the contract.

H.6.7.4 Force Protection. U.S. military installations in Iraq operate in a war zone, thereby stringent force protection measures are in place to safeguard Coalition Forces, Iraqi, and contractor personnel and equipment operating on, from, and around those bases. Contractors operating on these bases must abide by all force protection measures identified in the clear (i.e., unclassified and published standards) and provided by the COR, to include: gate entry procedures, weapons, equipment permitted/not permitted on the bases, escort requirements, etc. Failure of any contractor employee(s) to follow any published and unclassified Force Protection policy or procedure can be construed as so egregious as to lead to termination for default without ability to repair; i.e., USG will follow procedures according FAR Part 49, immediately issuing a STOP WORK and Notice of Termination w/out issuance of Cure Notice or Show Cause (similar to when a contractor's failure to make delivery after period of performance on contract expires). Similarly, contractor's rightfully terminated for default will not be entitled to termination proposal settlements and can be liable for the USG's re-procurement costs and further damages.

H-7 PROHIBITION OF SERVICES ON U.S.GOVERNMENT PREMISES

DRMS (DEC 2006)

Treatment or disposal of any hazardous waste is not permitted on U.S. Government facilities. The contractor shall dispose of any garbage or trash resulting from contract performance in a

proper manner off the installation. However, all reference to the U.S. Government must be removed on any discarded items.

H-8 PUBLIC AFFAIRS COORDINATION

DRMS (DEC 2006)

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

H-9 FORCE PROTECTION IN A CONTINGENCY OPERATION

H-9.1 . The U.S. Military will not be liable for any injury or accident under this contract. The contractor will be responsible for all *medical situations*, transportation, and costs should they arise.

H-9.2 The contractor is entitled to U.S. Military assistance in an *emergency medical care situation* in case of loss of life, limb, eyesight, or other injury that requires immediate emergency care. In such instances the US Military may provide emergency medical care and assist with transportation to the appropriate medical facility designated by the U.S. Military as capable of handling the patient's needs.

H-9.3 Under current Department of Defense policy, DoD has no legal obligation for protection of DoD contractors or contractor employees except in the case of approved military transport and while the contractor is on U.S. installations for the performance of this contract.

H-9.4 Contractors will be required to comply with any force protection guidance or requirements that may be forthcoming (i.e., contractors will be required to comply with CO guidance on matters of force protection. This may include such measures as background screening for contractor personnel, unique uniforms or identification, or requirements limited access to U.S. installations or vessels to those accompanied by a U.S. Government employee).

H-9.5 If the contractor considers a situation exists which constitutes an unsafe environment due to regional hostilities, they shall inform the CO and COR to negotiate either an appropriate extension to the period of performance, for an appropriate reduction in price, or U.S. Government provided security until a safe environment can be reestablished. The contractor personnel shall comply with all U.S. Government regulations regarding security procedures, wearing of badges, access lists, and safety procedures.

H-9.6 The contractor is authorized to request no-cost military transport to include international MILAIR for personnel transport to and among the installations served under the contract on a space available basis. Should military transport not meet the timeframes for contract performance, the contractor is required to make other transportation arrangements that satisfy the contract performance requirements.

H-10 CONTRACTOR AMENITIES AT U.S. INSTALLATIONS

The U.S. Government does not guarantee that the contractor, his employees, or his subcontractors will have access to housing, meals, or laundry facilities at all sites requiring services to be performed under the contract. It is up to the contractor to request such amenities through the COR. Due to the changing requirements of each site it should be noted that any amenities allowed may change from day to day. Amenities may be granted subject to DFARS 252.225-7040.

H-11 PRIME CONTRACTOR CONTINGENCY RESPONSE CAPABILITY

The character of the mission in the theater of operations covered by this contract requires the contractor to have the ability to be responsive to unforeseen immediate and urgent circumstances should they arise. (i.e. including but not limited to: spill response while transporting waste or other materials, accident, injury or illness of key contractor personnel, on site contractor personnel refusal of access to military facilities (to include Base Support Contractor facilities if these contain Military waste covered under the contract) or negligence on the part of contractor personnel) These situations will require the ability of the prime contractor to respond with experienced and qualified personnel, and/or equipment to the work site(s) (i.e.. base X or base Z, etc.) immediately if the situation warrants or within 24 hours of notification by the COR to ensure the successful completion of the mission. Successful execution of the contract will require that knowledgeable personnel be readily available to the contractor's onsite personnel as well as the Contracting Officer, by phone or other reliable communications device.

H-12 TRANSITION PLAN

If the contract is competitively re-awarded and the incumbent does not submit the winning proposal, the contractor shall be required to cooperate with the Government and incoming contractor to ensure an orderly transition. The contractor shall be required to support the transition for a minimum of minimum of 45 calendar days unless the Contracting officer shortens this time. This transition service must be included in the contractor's price for the operation of the DRMO.

H.14 PHASE OUT/CLOSURE PLAN

If the United States military mission changes and the need for any of the DRMOs are deemed unnecessary, the contractor shall be required to prepare a phase out/closure plan and submit it to the Government for approval. Once approved by the Government, the contractor must initiate the plan and maintain staff and equipment on-site until the Government determines that all closure actions have been completed. Final closure will not occur until both the Government and contractor are in agreement that all actions are complete. The cost for the phase out/closure plan shall be included in price submitted for each DRMO operation.

H-15 INDEMNIFICATION

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental. Any commingling or consolidation of U.S. Government waste with non-U.S. Government waste by the contractor or third parties shall result in the indemnification of the U.S. government concerning any and all claims that result from such commingling or consolidation.

H-16 ANTICIPATED REGULATORY CHANGES**DRMS (DEC 2006)**

Any contract resulting from this solicitation must be in compliance with applicable environmental laws, regulations and theatre guidance, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H-17 CORRESPONDENCE IN ENGLISH**DRMS-PMG (NOV 1996)**

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H-19 TEMPORARY ABANDONMENT**DRMS (DEC 2006)**

When the contractor has left the military facility the contractor shall exercise all due care in ensuring that property being transported is delivered to the proper facility for disposition. In cases where acts of causa belli (causes, motives or pretexts of war) occurs contractor personnel

will at the direction of military convoy commanders abandon the property they may be transporting in performance of this contract. The contractor shall notify the Contracting Officer Representative of the location of the abandoned property, the types of property abandoned and the circumstances resulting in the abandonment within 24 hours of the event or notice of the event. If the area of abandonment is declared by military representative to be clear, contractor shall attempt to regain possession of the property and continue with its shipment to its final destination. If the property is damaged by the acts of *causa belli*, contractor is not required to clean up property that is lost, but is encouraged to attempt reasonable means of securing the property and clean up area to the best of the contractor's ability within the timelines and operational plan provided by military escort. All non-damaged property that can be recovered or salvaged shall be removed from the abandonment site. Contractor shall provide documentation to the Contracting Officer Representative and Contracting Officer of all the facts and circumstances when property is abandoned to include but not limited to the name of the convoy commander, convoy number, location, date and time of abandonment, attempt to recover property and amount and type of property lost and recovered.

SECTION I CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/VFDFARA.HTM>; <http://farsite.hill.af.mil/VFFARA.HTM>;
<http://www.dla.mil/j-3/j-3311/dlad/rev5.htm>

I-2 FAR CLAUSES

52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	Jul 1995
52.203-7	Anti-Kick Back Procedures	Jul 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	Jan 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug. 1996
52.204-7	Central Contractor Registration	Oct 2003
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Dec 2001
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	Jul 1995
52.215-2	Audit And Records - Negotiation	Jun 1999
52.215-8	Order Of Precedence - Uniform Contract Format	Oct 1997
52.215-11	Price Reduction For Defective Cost Or Pricing Data-Modifications	Oct 1997
52.215-13	Subcontractor Cost Or Pricing Data-Modifications	Oct 1997
52.215-14	Integrity Of Unit Prices	Oct 1997
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.228-3	Workers' Compensation Insurance (Defense Base Act).	Apr 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr 1984
52.228-5	Insurance-Work On A Government Installation	Jan 1997
52.229-6	Taxes -- Foreign Fixed-Price Contracts	Jun 2003
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2005
52.232-8	Discounts For Prompt Payment	Feb 2002
52.232-17	Interest	Jun 1996
52.232-25	Prompt Payment	Oct 2003

52.233-1	Disputes Alternate I (Dec 1991)	Jul 2002
52.233-3	Protest After Award	Aug 1996
52.236-12	Cleaning Up	Apr 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.243-1	Changes -Fixed Price Alternate I (Apr 1984)	Aug 1987
52.243-3	Changes -- Time-and-Materials or Labor-Hours	Sep 2000
52.244-2	Subcontracts	Aug 1998
52.245-4	Government-Furnished Property (Short Form)	June 2003
52.246-25	Limitation Of Liability Services	Feb 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	Sep 1996
52.249-6	Termination (Cost-Reimbursement) Alternate IV Sep 1996	May 2004
52.249-8	Default (Fixed-Price Supply And Service)	Apr 1984
52.252-6	Authorized Deviations in Clauses	Apr 1984

I-3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES

252.204-7000	Disclosure of Information	Dec 1991
252.203-7001	Prohibition On Persons Convicted Of Fraud Of Other Defense Contract Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Mar 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.222-7002	Compliance with Local Labor laws (Overseas)	Jun 1997
252.222-7006	Combating Trafficking in Persons	Oct 2006
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	Jun 2006
252.225-7042	Authorization To Perform	Apr 2003
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Mar 2006
252.228-7000	Reimbursement Of War-Hazard Losses	Dec 1991
252.228-7003	Capture and detention	Dec 1991
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7008	Assignment of Claims (Overseas)	Jun 1997
252.233-7001	Choice of Law (Overseas)	Jun 1997
252.242-7000	Postaward Conference	Dec 1991
252.243-7001	Pricing Of Contract Modifications	Dec 1991
252.247-7023	Transportation of Supplies by Sea	May 2002

Alternate I (MAR 2000)

I-4 DLA ACQUISITION DIRECTIVE CLAUSES (DLAD)

52.249-9000 Administrative Costs of Re-procurement After Default

May 1988

I-5 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I-6 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT. FAR 52.225-14 (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

I-7 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY. DFARS 252.209-7001 (OCT 2006)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

- (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
 - (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each government.

**I-8 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT.
DFARS 252.209-7002 (JUN 2005)**

(a) *Definitions.* As used in this provision—

- (1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) “Entity controlled by a foreign government”—
 - (i) Means—
 - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - (B) Any individual acting on behalf of a foreign government.
 - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) “Proscribed information” means—
 - (i) Top Secret information;
 - (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
 - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
 - (iv) Special Access Program (SAP) information; or
 - (v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled
by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of Foreign
Government

I-9 TAX RELIEF

DFARS 252.229-7001 (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (*Offeror insert*) RATE (PERCENTAGE): (*Offeror insert*)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

SECTION J
LIST OF ATTACHMENTS

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT I	Statement of Objectives
ATTACHMENT II	Performance Acceptable Performance Levels (APLs)
ATTACHMENT III	Technical Exhibits
ATTACHMENT IV	Sample Task Order
ATTACHMENT V	FST and DRMO Information

Attachments V can be found on the DRMS homepage at www.drms.dla.mil. Once the page is reached, go to the Procurement then click on SW/Central Asia link to access the documents. The information provided is the most up-to-date data related to the Government's day to day operations of DRMOs Anaconda, Al Asad, Speicher, Victory, Iraq, DRMO Arifjan, Kuwait and DRMO Bagram, Afghanistan. It is being provided for information purposes and in no way alleviates the contractor of its responsibility to continue to perform if the operational environment changes at any of the DRMO locations.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS

K-1 SOLICITATION PROVISIONS INCORPORATED FAR 52.252-1 (FEB 1998) BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://farsite.hill.af.mil/VFDFARA.HTM>; <http://farsite.hill.af.mil/VFFARA.HTM>;

K-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used in calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (1)(3) above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-11 (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference to paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to

be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K. 4 ANNUAL REPRESENTATIONS AND
CERTIFICATIONS**

FAR 52.204-8

Jan 2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-5 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- () TIN: _____.
- () TIN has been applied for.
- () TIN is not required because:
 - () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the UNITED STATES OF AMERICA and does not have an office or place of business or a fiscal paying agent in the UNITED STATES OF AMERICA;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____.

(f) *Common parent.*

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name _____

TIN _____

K-6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS FAR 52.209-5 (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that –

(i) The Offeror and/or any of its Principals –

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the UNITED STATES OF AMERICA and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-7 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA
DFARS 252.247-7022 (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it—

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-8 AUTHORIZED NEGOTIATORS/SIGNERS DRMS-PHO (FEB 2005)

a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, para. (c)(2)(iv):

Name Title Telephone No./Fax No. /E-Mail

_____ Tel: _____

Fax: _____

E-Mail: _____

_____ Tel: _____

Fax: _____

E-Mail: _____

_____ Tel: _____

Fax: _____

E-Mail: _____

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the

undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-69, Choice of Law, commits the offeror to the waiver of jurisdiction and application of __ (ENTER COUNTRY) _____ law to any dispute under this contract.

Name Title Telephone No./Fax No. /E-Mail

_____ Tel: _____

Fax: _____

E-Mail: _____

_____ Tel: _____

Fax: _____

E-Mail: _____

_____ Tel: _____

Fax: _____

E-Mail: _____

K-9 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS 252.209-7001 (SEP 2004)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or (v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

K-10 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS 252.209-7004 (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 CENTRAL CONTRACTOR REGISTRATION FAR 52.204-7 (JUL 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
- (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including

those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

L-2 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE FAR 52.214.34 (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L-3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004), ALTERNATE I (OCT 1997)

L-4 TYPE OF CONTRACT FAR 52.216-1 (APR 1984)

The Government contemplates award of a combination Firm-fixed price and Time and Material contract for this acquisition. Firm-fixed price CLINs 0001 through 0006 are for the management and operations of DRMOs Speicher, Anaconda, Al Asad, Victory, Bagram and Arifjan. CLIN 0007 is included in the contract to compensate contractors for servicing non DRMO locations such as the Forward Operating Bases (FOBs) located in Iraq or other locations in the in Kuwait and Afghanistan. This CLIN will also be used to compensate the contractor when it becomes necessary for it to respond to workload surges that may occur due to the military mission. See clause B.3.

L-5 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Defense Logistics Agency
74 N. Washington Avenue
Battle Creek, MI 49017-3092

(b) The copy of protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 AGENCY PROTESTS DLAD 52.233-9000 (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979".

(Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L-7 PROPOSAL SUBMISSION (Format and Content)

L-7.1 The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

L-7.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume 1 and Volume 2. Offerors must submit an original and four (4) copies of both volumes to be considered. The volumes must be submitted as follows. Original and 2 copied to Mr. G. Jeffrey Hisey at DRMO Arifjan and two (2) copies to Mr. Bernie Solovey at 74 Washington Ave North, Battle Creek, MI 49017-3092. The submissions must be clearly marked with the solicitation number for identification purpose. On time receipt at the DRMO Arifjan locations is essential for your proposal to be considered timely that is the location identified on the SF33. The copies to Battle Creek are for the Government convenience and will not be used to determine timeliness.

L-8 FORMAT

L-8.1 **VOLUME I** – The Contractor shall provide one (1) original and three (3) copies of Volume I. Volume I shall consist of the following;

L-8.1.1 **Section A** of solicitation Standard Form 33, completed, signed and dated by the offeror or by an authorized representative on behalf of the offeror;

L-8.1.2 **Section B** of solicitation (schedule of prices for each item). The contractor shall submit a Contract Line Item Numbering (CLIN) structure as required by DFARS 204-71 with the appropriate pricing for the proposed payment structure for operating the four Iraq DRMS sites and the sites in Afghanistan and Kuwait and performing other duties as required by the statement of objectives and the associated scope of work developed by the offeror.

L-8.1.3 **Section C**. The contractor shall submit a performance work statement that describes how the contractor will perform the work required in order to meet the statement of objectives.

L-8.1.4 **Section G** of solicitation (Contract Administration Data);

L-8.1.5 **Section K** of solicitation (Representations, Certifications and other Statements of Offeror).

L-8.1.6 Section L-3, Past Performance Information. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance. The submission of a past performance proposal is mandatory.

L-8.2 VOLUME II – The Contractor shall provide (1) original and three (3) copies of Volume II. Volume II consists of the Operations/Technical plan.

L-8.2.1 The contractor must explain the technical approach(es) that will be used to manage and operate the DRMOs in accordance with all contract requirements as provided in this RFP and its PWS. The contractor must also demonstrate that the corporate and project organizational structure is sufficient to support the required level of effort as described in its performance work statement. The contractor shall describe the processes, methods, facilities, equipment, tools and/or technique(s) associated with the proposed approach that will be utilized in the performance of this contract. The documentation submitted shall be in sufficient detail to demonstrate the contractor's understanding of the scope of the work effort required and the degree of difficulty involved. To help contractors prepare this portion of their proposal, relevant required information is listed in the corresponding subparagraphs below. These references are provided as guidance and may not be all-inclusive; the contractor is ultimately responsible for ensuring its proposal is fully responsive to all solicitation requirements.

L-8.2.2 Format:

(1) *Company Name*

(2) *Title Page:* "Technical Proposal". The title page of each technical proposal shall include: solicitation number of the Request for Proposal (RFP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

(3) *Table of Contents:* The table of contents shall identify Volume II as well as the major sections of the technical proposal and show location and page numbers of each section.

(4) *Technical Proposal :* Submit the Technical Proposal information required for Technical Evaluation.

L-8.2.3. Other Technical Proposal Information Required for Technical Evaluation.

L.8.2.3.1 OPERATIONS/TECHNICAL PLAN

L.8.2.3.1.1. Organizational Structure and Personnel The plan shall describe the organizational structure and specific key personnel (Contract Manager, etc.) that oversee perform the day to day DRMO operations. The plan should also list all subcontractors that will be utilized during the performance of the contract. The plan must outline the process that will be used to employ Third Country Nationals (TCN). Offerors must also demonstrate the qualifications, work experience, training or educational experience of personnel key personnel. Submission of certificates, licenses or diplomas are not required.

L.8.2.3.1.2. Security Plan: The contractors plan must thoroughly outline how they will obtain the necessary security clearances for personnel that will perform under this contract. The contractor must also outline how it plans to provide security for servicing Forwarding Operating Bases (FOBs) or any location away from the DRMO and to satisfy the badging and security requirements in Section H of this RFP. The security plan must include specific detail as to how it will screen both TCNs and Iraqi nationals proposed to work under this contract.

L.8.2.3.1.3. Operational Phase-In: Award of this contract is anticipated in April, 2007. Contractors must submit a phase-in plan for assuming operations of the DRMOs in Southwest and Central Asia. The priority for operational phase-in shall be the Iraq and Afghanistan DRMOs initially with the DRMO in Kuwait last. The plan must include a timeline that ensures that all locations in Iraq and Afghanistan are fully operational by the contractor no later than June 30, 2007. The Government's desired phase in order is as follows; (1) Anaconda, (2) Victory, (3) Al Asad, (4) Speicher, (5) Bagram and (6) Arifjan. Prior to phase-in at any of the sites, the contractor must submit a complete list of names of those that will be working at each DRMO location. The list shall be provided in an Excel spreadsheet format and must list the name, nationality, job series/duties, date security clearance was completed and length of time with the company. It is the responsibility of the contractor to submit personnel that can pass security reviews to gain base access at the DRMO locations as well as the Forward Operating Bases (FOBs) or any other location that must be serviced in support of the United States military. The Government's rejection of an individual or individuals for security reasons does not alleviate the contractor of its performance responsibility.

L.8.2.3.1.4. Management Plan: The contractor must submit a management plan that clearly outlines how it will operate the DRMOs per the contract requirements as provided in this RFP and as provided in contractor provided statement of work.

L-9 PAST PERFORMANCE PROPOSAL OCONUS (JAN 2005)

L-9.1 The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar requirement within the last two years. The information should demonstrate that the contractor has performed service in personal property management, warehousing and disposal. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

L-9.1.1 Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

L-9.1.2 If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

L-9.1.3 Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation.

L-9.2.1 Experience:

L-9.2.1.1(1) Offeror shall submit qualifications of the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered

L-9.2.1.2 If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

- (i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.
- (ii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

Past performance/experience must be submitted in a spreadsheet format

L-10 PERFORMANCE WORK STATEMENT SUBMITTAL

Each firms performance work statement (PWS) will evaluated on a pass/fail basis. The evaluation of the PWS will be based on its clarity and completeness at fulfilling the mission of DRMS.

L-11 ADVISORY (NOV 1997)

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, “ a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party.” In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if their proposed transit countries as well as the country of final destination do not approve the Basel notification. At this time Iraq is not a member of the Basel Convention, nor does it have any agreements with Basel Convention states under Article 11.

L-12 SITE VISITS (APR 2000)

Site visits to Iraq are very difficult to schedule. The U.S. Government (DRMS) will cooperate with the offeror to help them request base access. Military transportation is not authorized for offeror's site visits. Site visits are not required in order to submit a proposal. .

L-13 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES OF AMERICA CURRENCY

All offers must be priced, and will be paid, in United States of America dollars.

L-14 HAND-CARRIED AND COMMERCIALY DELIVERED PROPOSALS (FEB 2001)

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Mr. Bernie Solovey or Mr. Steve Sprague
DRMS-P, Room 2-1-25
74 Washington Avenue N.
Battle Creek, MI 49017-3092

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

L-15 OFFER PREPARATION COSTS (MAR 1996)

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

L-16 STANDARD FORM 33 (SF 33), SOLICITATION, OFFER AND AWARD (MAR 1996)

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to

contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L-17 PRE-PROPOSAL CONFERENCE (MAY 2005)

(a) Prospective offerors are advised that a pre-proposal conference will be held 8:30 a.m. at the American Arms Hotel in Wiesbaden, Germany on February 28, 2007. DRMS reserves the right to cancel the conference. Final determination will be made by the contracting officer based on the number of prospective offerors that confirm an interest in attending such a conference as detailed below in L-16(b) and based on the amount and type of questions submitted. Disclosure of the date, time, and location, as well as, further instructions will be announced through an amendment to the solicitation.

(b) Prospective offerors interested in attending a pre-proposal conference for this solicitation, shall provide in writing the names and titles of the individuals interested in attending a pre-proposal conference to Mr. G. Jeffrey Hisey at jeffrey.hisey@dla.mil or Mr. Bernie Solovey at Bernie.solovey@dla.mil no later than February 2, 2007.

(c) Prospective offerors are urged and expected to attend in order to discuss terms and conditions of the solicitation that may affect performance or cost of performance of the contract. Questions prospective offerors may have must be sent to the following mailbox DRMSSP441007R0007@dla.mil by close of business February 6, 2007. All questions and Government responses will be discussed at the pre-proposal conference. At the completion of the conference, the Government may amend the solicitation, if necessary and provide formal answers submitted questions. .

(d) In no event will failure to attend the conference constitute grounds for a claim after award of the contract. Unless the solicitation is amended in writing, it will remain unchanged. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of solicitation amendments shall be applied.

L-18 PRE-AWARD SURVEY (MAR 1996)

a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

L-19 FACSIMILE PROPOSALS (JAN 2002)

(a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.

(b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.

(c) The telephone number of receiving facsimile equipment is: (269)961-7570.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision.”

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION OF OPTIONS FAR 52.217-5 (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-2 EVALUATION FACTORS FOR AWARD

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Offerors must submit a proposal for the entire price schedule. Only one award will be made as a result of this solicitation.

(c) Evaluation factors for award are as follows. Past Performance/experience, Operations/Technical Plan and evaluation of the Performance Work Statement (PWS) are of equal importance. Price is less important than either past performance/experience, operations/technical plan and Performance Work Statement acceptability, but still a significant factor. The Government has the right to award to the contractor whose proposal is most advantageous considering all factors.

The evaluation of the information required in Section L-8 will consider completeness, clarity and degree of compliance with the solicitation. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work. The evaluation will further be evaluated to determine whether the plan submitted by the offeror demonstrated a reasonable likelihood of successful execution given the security situation, export restrictions, resource limitations and overall environment of the AOR. Technical proposals shall be evaluated for Technical Acceptability and the degree to which the proposal minimizes risk to the U.S. Government and insures uninterrupted service. The following subfactors of the operation/technical plan will be evaluated for risk reduction: (1) Organizational Structure and Personnel; (2) Security; (3) Operational Phase-In and (4) Management Plan. The highest rated technical proposals will be those that the Government evaluates as offering significant risk reduction for each of these equally weighted sub-factors. The offeror's response -- or lack thereof -- will be taken into consideration in the evaluations. Technical Proposals will be rated as Exceptional, Very Good or Unsatisfactory.

(f) Evaluation of Past Performance/Experience:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors;

and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of DRMS 52.215-9R18 (L-3).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale as follows: Exceptional (E), Very Good (VG), Satisfactory (S), Marginal (M) and Unsatisfactory (U). The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means how well the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means whether a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

(g) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

STATEMENT OF OBJECTIVES

1.0 Purpose and Place of Performance: DRMS seeks proposals on a full and open competition basis for performance of the DRMS mission within Southwest and Central Asia. The primary DRMS service locations in Southwest Asia are DRMOs Anaconda, Al Asad, Speicher and Victory in Iraq and Arifjan which is located in Kuwait. DRMO Bagram the Central Asia site, is located in Afghanistan. Potential contractors must also demonstrate their capability to take the disposal capability to the military customer, which means some or all of the functions described may need to be performed at Forward Operating Bases (FOBs) located throughout Iraq. The primary service that will need to be performed at the FOBs is on-site demilitarization of property.

2.0 Background: DRMS is a field activity of the Defense Logistic Agency. The primary mission of DRMS in this theater is to dispose of Department of Defense (DOD) Foreign Excess Personal Property (FEPP) generated by the military services. This is accomplished through reutilization to other DOD activities, transfer to other Federal agencies, donations to authorized organizations, sales to the general public, ultimate disposal and abandonment and destruction. DRMS performs these functions under the authority of the 1949 Federal Property and Administrative Services Act, as amended, 40 U.S.C. 501, et. seq., and associated Federal and Department of Defense regulations and requirements regarding FEPP (see 40 USC sec 701, et.seq., and DoD 4160.21-M, Ch. 9), demilitarization, sales, etc. DRMS is the last control check for property that should **not** be released to the general public. The DRMS homepage at www.drms.dla.mil will provide you with information on DRMO operations and a list of equipment for each DRMO.

3.0 Scope: The scope of this contractual effort includes all tasks DRMS performs in support of the Department of Defense mission. The specific tasks are Inbound Property Arrangement, Receiving, Storage, Property Issuance, Customer Assistance, Property Accountability, Receiving Property in Place, Property Demilitarization, Scrap and other Property Sales, and Hazardous Waste/Hazardous Materials Management and Disposal. In addition, the contractor will need to demonstrate its ability to perform at least the Receiving Property in Place, Property Demilitarization and scrap and other property sales in areas other than DRMO locations.

4.0 Period of Performance: The length of the contract will be five (5) years if all options are exercised. The performance periods will include a 24-month base period with three

(3) twelve month options based on the agency's operational needs. The Government has a unilateral right to determine if it will exercise any option included in the contract.

5.0 Performance Objectives and Operating Constraints: Technical exhibits for each of the above functions can be also found on the DRMS homepage under procurement. The DRMS worldwide web address is www.drms.dla.mil. After entering the homepage, click on procurement, then double click on the SW/Central Asia link. The technical exhibits are intended to provide contractors with information about the DRMS mission in this theatre and under this contract. These TEs provide the Government's performance objectives, i.e. what it expects from a performance standpoint and the performance it is currently receiving at these sites and tasks are considered to be needed in the future as well as lists of regulatory and other operating constraints that must be followed in performing these tasks. These performance objectives included timely receipt, proper demilitarization, proper handling of all surplus property, including hazardous material and hazardous property disposal as well as the ability to handle surges if called upon and expand DRMO operations to other location if the mission dictates. The contract shall provide qualified personnel to manage and execute all aspects of the Statement of Objectives (SOO). The necessary skills are those required to fully support the program and technical objectives and related support tasks outlined in this SOO.

1. RECEIVING

Activity	Standard	APL	MEASUREMENT UNIVERSE
Establish Record of Property Receipts	For all property received, establish accountable property record within seven calendar days of either taking physical custody of the property or of accepting DTIDs for property not in physical custody of the PA.	98%	All DTIDs received during period being inspected.
Receipt Processing	File and furnish copies of DoD 1348-1a to Generators within 15 calendar days of receipt.	98%	All DTIDs received during period being inspected.

2. STORAGE & ACCOUNTABILITY

Activity	Standard	APL	Measurement Universe
Property Movement & Location Changes due to DEMIL code changes	Completed within 3 workdays from DAISY notification	98%	All DEMIL code changes.
Property Movement & Location Changes due to Downgrade transactions	Completed within 3 workdays after KO or designee notification	95%	All Downgrade transactions
Storing DEMIL, Hazardous, Precious Metals	Property has an assigned location, is in the proper location and is properly stored/labeled.	100%	DEMIL, hazardous, and precious metals
Storing Pilferable Property	Pilferable property stored in controlled areas or in sealed and banded containers. Property has an assigned location, is in the proper location and is properly stored/labeled.	100%	All pilferable property in current inventory.
Storing All Other Property	Property has an assigned location, is in the proper location and is properly labeled	95%	Current inventory at PA-managed facilities except for classes of items listed above

3. ISSUE

Activity	Standard	APL	Measurement Universe
MILSTRIP Packing & Crating Priority 1-5	Pack and crate property properly within 1 calendar day of receipt of material release authority.	97% within 1 business day.	All MILSTRIP requisitions Priority 1-5 processed per month.
MILSTRIP Packing & Crating Priority 6-15	Pack and crate property properly within three calendar days.	95% within 3 business days.	All MILSTRIP requisitions Priority 6-15 processed per month.
Processing Issue Documents & Record Update	Update DAISY within three days to reflect any changes to the accountable records resulting from property issue transactions.	98%	All property issue transactions for the time frame inspected.
Processing Issue Documents & Record Update	For property outside of PA's authority level (pursuant to DRMS-I 4160.14, Section 2, provide data/notification to the KO or designee on the same workday.	95%	All property downgrades requiring Government approval.
Verifying Authorizations – General	Property is released to personnel that are authorized to sign for and receive property.	97%	All R/T/D/S property released at the PA facility for the period measured.
Verifying Authorizations – DEMIL, Hazardous, Pilferable and precious metals.	Property is released to personnel that are authorized to sign for and receive property.	100%.	Property in these categories released during the time frame being inspected.
Packaging, Crating, and Handling (PC&H)	Property is properly packaged and prepared for shipment.	97%	All property issued requiring PC & H other than the classes cited below.
Packaging, Crating and Handling (PC&H) DEMIL, Precious Metal and Hazardous Property.	Property is properly packaged and prepared for shipment.	100%	All property issues requiring special packaging requirements pursuant to the cited regulations in X.X

5. PROPERTY ACCOUNTABILITY

Activity	Standard	APL	Measurement Universe
Resolving Discrepancies	Resolve discrepancies between physical inventory and the accountable record within three workdays of discovery.	90%	Current inventory at PA managed facilities.
FLIPL	FLIPL completed, via the Automated FLIPL system through block 12, within 10 workdays of inventory loss or damage.	95%	All property losses requiring FLIPLs at PA managed facilities
Inventory Accuracy - General	Accountable property record matches actual physical property inventory.	95%	Current inventory at PA operated facilities except for those classes of property listed below.
Inventory Accuracy - DEMIL, Hazardous, pilferable, and Precious	Accountable property record matches actual physical property inventory.	100%	Current inventory at PA managed facilities.

TECHNICAL EXHIBIT (TE) - 1

The information in this document identifies the DRMS mission requirement included as an add-on to the Statement of Objectives to outline how the functions are “normally” executed at and by the DRMOs. The contract resulting from this acquisition is to support the Military in contingency areas. So each firm must understand that support to the Forces will require flexibility in support.

a. Listed below are functions of the DRMOs:

- Inbound Property Arrangements
- Receiving
- Storage
- Property Issuance
- Customer Assistance
- Property Accountability
- Receiving Property in Place
- Hazardous Property
- Demilitarization
- Scrap Property Sales

Offerors should anticipate variations in property flow during the period of the contract.

b. The DRMO operation is designed as a final disposition point for DoD excess and government surplus property. Issue of property to DoD entities and some special programs may occur any time after an item is received.

c. During the accumulation period, incoming property is segregated into separate and identifiable groupings of property. These property groups then move independently through a screening cycle. Once a grouping of property clears the screening periods, all property not reutilized, transferred, or donated enters the issue process. This process may require pick up by a sales contractor, retain the property in storage pending a government sales contract, segregate property and accumulate for processing under disposal contracts, or to use other disposal processes to make final disposition. **Military units can screen to reutilize or cannibalize at any time before items are removed by buyers or scrap dealers.**

USE OF DAISY

DAISY is the DRMS inventory management system. The successful contractor will be provided access to DAISY or any successor system. Although the successful contractor will not be mandated to use DAISY as its inventory management system, updates of data into DAISY so that records are current on a daily basis shall be required. **In accordance with DRMS-I 4160.14, Operating Instructions for Disposition Management, Section 2, Chapter 2, the DRMO shall perform all actions necessary in the operation of DAISY.** The contractor identifies how it will maintain user-controlled elements in a manner that protects the integrity of the data and provides for efficient operation. The Government will retain maintenance responsibility of the software and operating system that make up DAISY, or its successor.

TE - 2

INBOUND PROPERTY ARRANGEMENTS

TURN-INS

a. The generator is not required to package property to any standard, such as ASTM D 3951, Standard Practice for Commercial Packaging or MIL-STD-2073-1, Standard Practice for Military Packaging, for delivery to a pick-up point. The DRMO personnel determine if the property can be safely unloaded from the generator's conveyance. The DRMO personnel shall work with the generator toward on-the-spot solutions to stabilize or make the property safe for transfer to a DRMO. If a leak is observed upon turn-in, the DRMO will work with the generator toward an on-the-spot solution to contain the leak so that acceptance of the property is facilitated.

b. In addition, the DRMO personnel must be able to receive property in-place at a generator's facility in certain cases. In such cases, the generator will be responsible for ensuring that the property once it has gone through the screening processes described below, is properly packaged and can be shipped to its ultimate destination. The DRMO works with the generator toward on-the-spot solutions to stabilize or make the property safe for transport to its ultimate destination.

SCHEDULING

a. Generally generators are responsible for transportation of property to the DRMO. The DRMO maintains liaison with the generating activities to ensure that generators' property turn-ins are conveniently scheduled to the greatest extent practicable. The DRMO provides the generators with a point of contact for scheduling deliveries.

b. Upon arrival the DRMO makes all necessary arrangements to unload and receive property. The DRMO normally accommodates both scheduled and unscheduled deliveries of property to the DRMO-managed facilities, including any fluctuations in the workload.

c. For all property accepted at the DRMO-managed facility, the DRMO personnel shall unload the property. Before unloading the property, the DRMO personnel determine if the property can be safely unloaded. Ammunition Explosives & Dangerous Articles (AEDA) require inert certification to be provided by the turn-in activity. The inert certification shall state "We certify and verify that the AEDA residue, Range Residue and/or Explosive Contaminated property listed has been 100 percent properly inspected by us and to the best of our knowledge and belief, are inert and/or free of explosives or other dangerous materials." If unloading is not possible for safety reasons, the DRMO coordinates with the generator to ensure necessary arrangements are made to accommodate safe removal or to recommend an alternate receipt method. When this occurs, the DRMO marks the DTID with the date the property actually physically arrives at the DRMO-managed facility.

TE - 3 RECEIVING

RECEIVING

a. The DRMOs generally receives only unserviceable DoD excess property, especially in Iraq. The DRMO accepts any property the military may need to turn in. Receiving of property includes at the minimum:

- Arranging Generator Deliveries
- Inspecting Property
- Unloading
- Categorizing (Demil vs. Non-Demil)
- Attaching a copy of the DD Form 1348-1a to the property
- Establishing Record of Property
- Initial Placement of Property (Segregated by Demil, Non-Demil and Scrap based on the predominant material composition)
- Processing Receipt Documents

b. The mandatory regulations, directives and other publications for receiving include the following:

- DoD 4160.21-M, Chapters 3, 4 and 8-11
- DoD 4160.21-M-1, Chapters I, II and III
- DRMS-I 4160.14, Operating Instructions for Disposition Management, Section 1 and Section 2, Chapters 1, 2, 4, and 8, Section 3 and Section 4, Supplement 2, C1, C2, C4 and C8.
- DLAI 4145.8, Material Management for Radioactive Items in the DoD
- DLAR 4145.23, Radioactive Materials in the DLA Supply System

c. The following systems and electronic tools are used to support the Receiving Process:

- Defense Reutilization and Marketing Automated Information System (DAISY)
- Federal Logistics Information System (FLIS)
- Federal Logistics Data On Compact Disk (FED LOG)
- Electronic Turn-In Document (ETID)
- Safety Alert Latent Defect (SALD)

REQUIREMENTS

The DRMOs receive, reject and process generator property turn-ins as necessary. The DRMOs shall adhere to requirements detailed in DRMS-D Memorandum dated March 9, 2004, subject: Guidance on Processing IR/NBC Property and as supplemented/updated by the following: Supplemental Guidance to 9 March Message dated 26 May 2004; Supplemental Update for Lab Equipment dated 30 June 2004; Supplemental Update for Lab Equipment dated 7 June 2006; Supplemental Update for Lab Equipment dated 6 August 2004. See <https://www.drms.dla.mil/drms/intranet/demil/htm> for DoD and DRMS DEMIL Bulletins. The DRMO does not receive property if prohibited by DoD 4160.21-M Chapter 3, Paragraph. B, Section 2, Subparagraphs b.2.b and d. The DRMO receiving process includes the following:

INSPECTING PROPERTY

- Determining if property is eligible for turn-in to DRMS (IAW DoD 4160.21-M, Chapter 3, Paragraph B, Section 2 and Chapter 11)
 - Verifying paperwork and certification requirements and accuracy for item identity, quantity and SCC and identifying and resolving discrepancies (IAW DoD 4160.21-M, Chapter 3 and DoD 4160.2.M-1, Chapter 11)
 - Initiating and reconciling DEMIL code challenges.
- b. The DRMO must verify that property is accompanied by a DTID and that all of the information is accurate and complete.
- c. The DRMO provide special attention to those items turned in with an LSN, particularly when material is in a Critical/Sensitive FSG/FSC.
- d. For hazardous material, the DRMO verifies the “Material Safety Data Sheet (MSDS) serial number” of the MSDS listed Hazardous Materials Information Resource System (HMIRS) or when an MSDS serial number is not available, a hard copy MSDS must accompany the turn-in. **NOTE:** most items are received by nomenclature without a MSDS. If items arrive by convoy, the material shall be accepted requiring additional research to be resolved later.
- e. The DRMO coordinates with the Generator to resolve discrepancies on-spot as much as possible.
- f. For receipts in-place at generator activities, the documentation cited above may either be received electronically or the DRMO will make periodic visits to ensure these requirements are met.
- At Government installations, notify installation Radiation Protective Officer of presence of radioactive material.
 - Make arrangements with the generator to have the property returned at generator expense.
 - For property received in-place, the applicable activities noted above will be accomplished on site by DRMO personnel.

CATEGORIZING PROCESSING INSTRUCTIONS

a. Property shall be prepared pursuant to regulations cited in this section. The property is segregated into one or more categories. The following is provided to assist processing of special property:

- **Special Handling:** Property requiring special processing because of its peculiar nature or potential influence on public health, safety, the environment, security or private industry (DoD 4160.21-M, Chapter 4, DRMS-I 4160.14, Section 2, Chapters 2 and 4, Section 3 and Section 4, Supplement 2, C2).
- **DEMIL Required (Including AEDA):** Property designated by OSD to require demilitarization or property related to articles on the U.S. Munitions List under Part 121 of 22 CFR or the Commodity Control List under Part 799 of 15 CFR and determined by DoD components to have directly or indirectly, a significant military utility or capacity (DoD 4160.21-M-1, Chapter I, II, and III).
- **Hazardous Property:** Property normally regulated under CENTCOM environmental standards and safety laws, or other applicable laws and regulations. The property shall be transported, stored, and handled IAW applicable environmental, safety, and other pertinent laws and regulations (DoD 4160.21-M Chapter 10).
- **DRMO Batch Lot Eligible Property:** The objective of batch lotting is to reduce the cost of physical handling and administrative time needed to process property, whether by the generator batch-lotting property when preparing property for turn in, or the contractor at the time of receipt. The physical grouping – batch lot - consolidates multiple DTIDs (whether NSN or LSN) under a single DTID. The cover DTID establishes accountability in the system; therefore, the individual line items lose their identity. Batch-lotted items are processed as a single line item entry. Property with an extended line item value of \$800 or less will normally be batch lotted, unless a customer has expressed an interest in the item. A select group of FSCs have been excluded from this batch lot “rule of thumb” by DRMS Bulletin March 27, 2003 on Interim Procedures. This select group of FSCs is restricted to a maximum extended line item value of \$50. The batched lotted items are processed as a single line item entry. The DRMO must comply with the batch-lotting restrictions IAW DoD 4160.21-M Chapter 3, Section B, Paragraph 6. The DRMO is not allowed to batch lot items with a demil code other than Demil Code A, hazardous and pilferable items or items for which the demil code cannot be established via a review of the FLIS.
- **Scrap:** Review property for downgrade IAW DoD 4160.21-M, Chapter 3, Section F, Paragraph 3 and Chapter 11, Section C, Paragraph 3. Property turned in with SCC “F”, “G”, “H”, that is determined by the DRMO to have scrap or salvage value only, shall be downgraded to scrap. Exceptions to this downgrade action are DEMIL-required property, hazardous property, property requisitioned for HAP and other properties that require special handling. The DRMO must segregate downgraded property into the following categories:
 - Tires – SCL G02
 - Ferrous - SCL E1L
 - Non-Ferrous Metals – SCL D2B
 - Textiles/clothing – SCL C03
 - Debris – SCL B00
 - Precious Metal – SCL P24
 - Electronic – SCL D4R
 - Critical FSCs Non- Electronic that require Mutilation – SCL MUT
 - Non-DEMIL Required FSCAP Items, requiring mutilation – SCL MFS

- Common Household and Office type Electronics – SCL FPI
 - All Other Non-Critical, Non Electrical Type Scrap – SCL H13
- Abandonment or Destruction (A/D): Review property for A/D downgrade IAW DoD 4160.21-M, Chapter 8. Property turned in with SCC “F”, “G”, or “H”, that is designated to have no commercial value neither utility nor monetary either as an item or scrap maybe recommended to the COR or designee for downgrade. In designating A/D downgrade, the contractor shall complete DRMS Form 240, Economy Formula Worksheet. Exceptions to this downgrade action are DEMIL required property, hazardous property, and other properties that require special handling. The A/D disposal cost will be a government responsibility. In addition, DRMS will consider donation in lieu of sales pursuant to recent guidance at _____. The contractor will be required to complete the appropriate economic analysis to facilitate this process.
 - Furniture: Furniture may be received with or without a DTID. For generators electing to use DTIDs, the DRMO sign or initial for receipt and provide a copy back to the generator. For turn-in of furniture without a DTID, furniture receipts shall be annotated on a “Tally-In” sheet, accumulated, and entered into DAISY by using a generic DTID with the DRMO’s DoDAAC as the turn-in activity. The DRMO uses the DRMS Form 18a and 18b. Each entry on a tally-in sheet represents one DTID; e.g., 5 each desks equals one tally-in sheet entry.

b. The following property may be downgraded upon receipt:

- Useable to scrap when:
 - The property has scrap value only, AND has a supply condition code of F, G, or H, AND has a total acquisition value of \$25,000 or less OR,
 - The property is scheduled for precious metals recovery AND has an acquisition value of \$15,000 or less.

c. DRMS retains the authority to downgrade after receipt.

d. DRMS retains the authority to upgrade scrap to usable property. Upgraded property will be processed by the DRMO as a new receipt.

ESTABLISH RECORD OF PROPERTY AND RECEIPT PROCESSING

- a. The DRMO establishes an inventory record in DAISY for property physically received and accepted at the DRMO-managed facilities or for property received in place.
- b. Storage of property is IAW DoD 4160.21-M, Chapter 2, Section E1f (1). Property is placed using a storage location numbering system that permits property to be located accurately at the specified location.
- c. A&D property is moved to a dumpster or staging location for staging for landfill or staging for removal by disposal contractor. Establishing the contract to dispose of this property is the responsibility of the DRMO.
- d. When property is downgraded to scrap, whether upon or after receipt the DRMO:

- Consolidates property downgraded to scrap in the categories.
- Places scrap in a staging area.
- Manage accumulations when containers or scrap staging areas are nearing capacity.

RECEIPT DOCUMENTATION

a. Receipt documentation is processed by accomplishing the following, as appropriate IAW:

- (1) Furnishing receipt copies of DoD 1348-1a's (Turn in Document) to Generators
- (2) Initiating and forwarding property rejection notices (DRMS-I 4160.14, Section 2, Chapter 1)
- (3) Filing all pertinent receiving documents, rejection notices and all supporting documentation. If documents are retained electronically, hard-copy documents are not required. However, electronic documents must be "backed-up" (by CD, diskette, etc.) to assure the documents are not lost in case of power failures, fires, or other problems.
- (4) Imaging; i.e., converting physical documents to electronic format if possible and then destroying the originals in accordance with DRMS-I 4160.14, Section 2, Chapter 2 and Section 4, Supplement 2, C2

b. Receipt documents are processed IAW with the following:

Activity	Document/Form	Disposition
Rejecting Property	DRMS Form 917	1. Provide copy to generator 2. Attach copy to property 3. Original to files
Categorizing	DoD 1348-1a/2	Determine/assign condition code, annotate on documentation
Processing Receipt Documentation	DoD 1348-1a/2	1. Complete required document annotations (signature, date, & storage location) 2. Annotate 1348-1a/2 with correct received quantity when given to the generator 3. Provide copy to generator 4. Attach copy to property with received date 5. Original to files

TE - 4 STORAGE

STORAGE & ACCOUNTABILITY

The mandatory regulations and directives for storage include the following:

- DoD 4160.21-M, Defense Demilitarization Manual, Chapter 2, paragraph E1f
- DRMS-I 4160.14, Operating Instructions for Disposition Management, Section 2, Chapters 1.

REQUIREMENTS

Storage and processing of property received at DRMOs, shall be IAW with DoD 4160.21-M, Chapters 2-6 and 8-11, as well as IAW host country and local environmental and safety requirements. The DRMO is required to store property in a manner that:

1. Maintains property accountability
2. Prevents degradation in property condition and value.
3. Ensures the efficiencies and optimal operation of the logistics mission.
4. Prevents contamination or mixing.
5. Provides proper identification and segregation for disposal processing.
6. Allows ready access for R/T/D, inspection, and government sales.

PROPERTY LOCATION AND NUMBERING METHOD

The DRMS property storage location numbering method is setup IAW guidance in the DoD 4160.21-M, Defense Materiel Disposition Manual, Chapter 2, Paragraph E.1. The location numbering method is compatible with the DAISY data field configurations. An alternate property location and numbering methodology other than the current method, must be submitted and approved by the Government. Markings, striping, numbers, signs and related identification shall be maintained.

RESTARTS

DTID process may be interrupted and referred to as “restarts” and are a result of various actions to include but not be limited to the following: input errors upon receipt, items frozen for R/T/D that are not allocated or picked up, DEMIL recoding actions. Approximately 50-60% of all restarts require the physical movement of property. Restarts are not considered a new receipt. Depending on the specific situation (i.e., likelihood of a screening restart resulting in a R/T/D requisition), the need for a restart will be identified by the contractor, COR or designee.

MANNER OF STORAGE

Property is stored in a manner that it is accessible for inspection by R/T/D customers. Property or containers are marked with identifying information including, at a minimum, DTID numbers and National Stock Numbers, if available. The following categories of property are stored by the DRMO IAW DoD 4160.21-M, Chapters 3 and 4:

- Usable Property
 - Property not requiring special handling
 - Pilferable (Requires separate storage from all other property)
 - DEMIL (Requires separate storage from all other property)
 - Trouble/Rejected Property (Requires the generation of DRMS Form 917)
- Scrap Accumulation (Identified by SCL-Code)
 - Ferrous (Non-Demil)
 - Non-Ferrous (Non-Demil)

- Non-Metallic (Non-Demil)
- Ferrous (Demil – only for items that have been demilitarized and have the appropriate documentation proving this)
- Non-Ferrous (Demil – only for items that have been demilitarized and have the appropriate documentation proving this)
- Non-Metallic (Demil – only for items that have been demilitarized and have the appropriate documentation proving this)

a. Pilferable Property. Storage of pilferable items shall be in secure areas with limited access.

b. DEMIL. DEMIL-required property is placed in separate identifiable areas. If special security is required, such property is placed in a secure area with limited access. The DRMO moves property from or to designated DEMIL storage areas as required per DEMIL code changes.

c. Hazardous Property. Storage and display of hazardous property is done by the DRMO by compatibility groups and hazard class according to CENTCOM environmental standards. Storage and display of ignitable, reactive or incompatible wastes are to be handled so that they do not threaten human health or environment.

d. Rejected Property. Rejected property waiting for disposition is stored in a separate holding area and arrange for removal by the generator.

e. Downgrade After Receipt. The DRMO downgrades property (update DAISY), segregate and process the downgrade property after receipt the same as property downgraded upon receipt.

TE - 5 ISSUE

ISSUE

- a. DoD and other federal agency excess and surplus property are issued in the correct quantity and condition to authorized customers. The DRMOs are not allowed to substitute property from one DTID to another to resolve inconsistencies and discrepancies. Property issue responsibilities include:
 - Verifying customer authorizations
 - Direct removal procedures: Property is appropriately removed using property release form located at <https://www.drms.dla.mil/prr/prrform>
 - Providing or arranging for PC&HT
 - Arranging for transportation to include agricultural and custom requirements
 - Out-loading
 - Processing Issue Documents & Record Update
- b. The mandatory regulations and directives for this section include the following:
 - DoD 4160.21-M, Chapters 5 – 8, 10 and 11
 - DoD 4160.21-M-1, Chapters II, and III

- DoD 4000.25-1-M
- DoD 4000.25-2-M
- DRMS-I 4160.14, Section 2, Chapters 2, 5, 8; Section 3 and Section 4, Supplement 2, C2, C4, C5, and C8
- DLAI 4145.12, Section E, Para 3, "The Packaging Program"
- MIL STD 2073-1, "Standard Practice for Military Packaging"
- MIL STD 129, "Standard Practice for Military Marking for Shipment and Storage"

c. Coordinate all outgoing shipments to include, as necessary, coordination and making arrangements with the appropriate traffic management office (TMO). Execute government traffic management policies and tailored transportation/logistics programs. Examples of these programs include but are not limited to World Wide Express (WWX), the GSA Small Package Program, government tariffs and tenders for domestic surface moves and government ocean contracts.

REQUIREMENTS

a. Firms submitting proposals shall outline a method to assure proper processing of issues.

b. Each disposition is considered an issue and includes: physically removing an item from inventory; transferring it to a customer, contractor or, a DRMS component; and adjusting property records to show items have been removed from the DRMOs inventory. Property issues will include some or all of the following actions:

- Verify customer authorizations
- Select and remove property items from storage
- Arrange for PC&H and shipment of property reutilized through the TMO. Perform PC&H if not available from TMO
- Stage for or load customer's conveyances
- Provide Material Safety Data Sheets (MSDS) if available, for hazardous property
- Offer applicable transportation warning placards and Emergency Response Guide Sheet
- Reconcile property records to account for quantity and/or condition differences

c. Stock selection shall be performed. This includes the physical handling and movement of property from point of storage, the preparation of shipment units, and palletization. Material identified for this process, shall be updated in DAISY as appropriate.

d. When issuing hazardous property, Material Safety Data Sheets (MSDS) are provided if available. Appropriate transportation required placards as necessary. DRMS Form 1943 (R/T/D/S Hazardous Property Release Checklist) is completed for issuance of hazardous material. For hazardous shipments, the DRMO must ensure compliance with applicable shipping paper requirements.

GENERAL REQUIREMENTS FOR ISSUE VERIFYING AUTHORIZATIONS

Authorization of all property to be released for customers receiving property at the DRMO storage locations shall be verified. The DRMO verifies authorization documents and individual IDs for identification purposes. Document signatures are matched against the letter of authority.

PACKAGING AND ARRANGING FOR TRANSPORTATION

a. Material shall be properly packaged or have the materiel packaged (e.g. by the TMO), in a manner acceptable for reasonably safe and practicable handling into or out of vehicles, and subsequent transportation. Hazardous materiel packaging shall comply with all applicable regulations and modal requirements and shall be certified IAW International Standards and DLAD 4145.41, Section E, "Packaging of Hazardous Materiel". In addition, packaging hazardous material shall be IAW IATA, DLAI 4143.3/AFJMAN 24-204, "Preparing Hazardous Material for Military Air Shipment"; IMDGC, DoD 6050.5L and DoD 6050.5-LR, "DoD Hazardous Materiel Information System Hazardous Item Listing

b. Prepare transportation documentation on behalf of the DoD and execute government and tailored programs, tenders, tariffs and contracts negotiated on behalf of DoD shippers. e.g., Worldwide Express (WWX) and the General Services Administration small parcel contracts. Arrange for outgoing transportation as follows:

ACTIVITY	CONTRACTOR RESPONSIBILITY
Downgrade to Scrap	Move to designated scrap area
Rejected Property	Arrange with generator for return of property
Reutilization	Initiate and coordinate arrangements with TMO, mail service (i.e., Fed Ex), or any available mode and method of transportation.
Transfer	Coordinate with customer
Donation	Coordinate with customer
FMS	Same as Reutilization
Sales	Coordinate with customer

c. Reutilization transportation is done in compliance with requirements in DRMS-I 4160.14, Section 2, Chapter 5 and Section 4, Supplement 2.

OUTLOADING AND STAGING

a. Out-load or stage all property for loading, as required, for all shipments originating from DRMOs. Coordinate with customers and others as applicable to determine loading requirements.

b. Safety is a primary concern. If it is believed that the loading procedure or the condition of the recipient's conveyance may cause injuries or property damage, the process should be stopped and resolved.

c. The PA shall verify that the item description, document number, NSN/LSN and quantity issue of the property being released match the issue documentation.

PROCESSING ISSUE DOCUMENTS & RECORD UPDATE

FUNCTION	REQUIREMENT	RESPONSIBILITY
REVIEW AND APPROVE DAILY MILSTRIP REQUESTS	Download daily MILSTRIP report (DAISY)	
Review for items not requiring screening	Enter “By Pass” Material Screening Code “Q” (DAISY)	

- a. Update DAISY to reflect any changes to the inventory for all the issue types listed in this TE.
- b. Update and adjust the records accordingly. Below is a summary of the types of adjustments that occur. Adjustments to records outside those listed below must be authorized by the COR or designee prior to input:

TYPE OF ADJUSTMENT	DOCUMENTATION REQUIRED
Useable Property	
All paperwork/bookkeeping errors (e.g. quantity/unit price) regardless of value (with review by APO)	Internal (Contractor Choice)
All quantity gains (with review by APO)	Internal (Contractor Choice)

- c. Perform downgrade transactions for property downgraded on receipt (XR3) and after receipt (DWN) pursuant to the above authorizations (table), unless otherwise directed by the COR or designee.
- d. For property outside of the contractor’s authority level, the contractor shall provide data/notification to the contractor or designee. No further action is required until the change has been approved or modified by the KO or designee.

SPECIFIC REQUIREMENTS FOR ISSUE R/T/D ISSUES

- a. The DRMO performs the following R/T/D functions as indicated:

Relocate property not requiring screening	Physically move property	
Extend screening period	DTID “Restart” (DAISY)	
Relocate property to accommodate extended screening period	Physically move property	
Verify authorizations before issuing property (Non-MILSTRIP)	Compare issue documents to authorization letters	
Issue Property	Ship/Load/Stage	
Account for property issues	Adjust/reconcile DAISY accountable records	

b. Issue documents for DEMIL-required property requisitioned by non-DoD organizations contain a statement signed and dated by the customer advising the requisitioning activity it is not to release the property to any organization outside of its control, except for turn-ins to DRMOs, before the property is properly demilitarized.

SALES ISSUES

Retain property in storage until material is issued under a sales contract. Prior to issuing property to sales customers, the DRMO validates that individuals picking up property present , “Notice of Award, Statement, and Release Document” or 1367, “Shipment/Receipt/Delivery Pass”, payment has been made and the removal date provided in the applicable sales IFB has not passed. The DRMO issues property outside these parameters only upon receiving written direction.

ISSUE DOCUMENT PROCESSING

Process issue documents IAW with the following:

Activity	Document/Form	Disposition
Packaging and Shipping	DD 1348-1a, CBL or Other (carrier air bill, service or installation specific form to request PC&H)	<ol style="list-style-type: none"> 1. Attach copy to property. 2. Release property to authorized carrier or PC&H representative, obtaining signature and date from recipient 3. Original to File
Reutilization MILSTRIP	DoD 1348-1a	<ol style="list-style-type: none"> 1. Attach copy to property. 2. Original to File
Reutilization Walk-In	DoD 1348-1a/2	<ol style="list-style-type: none"> 1. Validate customer authorization to receive property 2. Use direct removal procedures; require customer to provide AO 3. Release property to authorized recipient, obtaining signature and date from recipient 4. Provide copy to customer 5. Original to file -- webdocs
Transfer and Donation	DD 1348-1a/2	<ol style="list-style-type: none"> 1. Validate customer authorization to receive property 2. Release property to authorized recipient, obtaining signature and date from recipient 3. Provide copy to customer 4. Original to file

Activity	Document/Form	Disposition
DEMIL/ Mutilation on Required Property to CDCs	DoD 1348-1a/2, CBL or Other (carrier air bill, service or installation specific form to request PC&H), locally produced bar-coded inventory of shipment	<ol style="list-style-type: none"> 1. Prepare 100% inventory listing 2. Ensure copy of each DTID in consolidated shipment is attached to property and is bar-coded 3. Forward a copy of the locally produced inventory listing to the CDC via fax or email 4. Original shipping documentation accompanies property to CDC, copies to file
A & D	DAISY produced A/D placard	<ol style="list-style-type: none"> 1. Verify DAISY A/D placards match to property 2. Complete A/D placard 3. Original to file
Sales	DRMS Fm1427/DLA Fm1367	<ol style="list-style-type: none"> 1. Sign & Date 2. Copy to COR or designee

TE - 6

CUSTOMER ASSISTANCE

CUSTOMER ASSISTANCE

Providing timely and efficient customer service is the most important aspect of the DRMO mission. Provide customer service activities to include at the minimum:

- Provide information and Handling Inquiries
- R/T/D Customer Assistance (see DRMS-I 4160.14, Section 2, Chapter 5)
- All services to meet the customer's needs.

The mandatory regulations and directives for this section include the following:

DoD 4160.21-M, Chapters 5 and 6 INFORMATION AND HANDLING INQUIRIES

The DRMO explains to the generators the turn-in procedures, scheduling requirements, provide a place for drivers to sign-in when delivering property (if appropriate) and provide necessary assistance with required documentation. The DRMO is responsible for validating information about property (such as make, model, serial number, and condition) for customers. Requests for information may be in person, by telephone, or via electronic means. Customers are not permitted to test or operate property. The DRMO makes property available "as-is, where-is".

DoD SCREENING PROCESS

- a. Make property available for screening by DoD customers. Validate that individuals are authorized to screen property prior to permitting them access to the property.
- b. Assist DoD customers, if asked for assistance, by explaining what property is available to screen, what information is needed to complete a property request, and the correct method for completion of DRMS Form 103.
- c. According to DRMS-I 4160.14, Section 2, Chapter 5, the tagged property shall not be released during the hold period until approved requisition documents are received.

TE - 7

PROPERTY ACCOUNTABILITY

PROPERTY ACCOUNTABILITY

a. The DRMO maintain property accounting/inventory records so that all controlled property can be traced from receipt through completed issue. Conduct annual inventories in accordance with DoD 4160.21-M, Chapter 3. The accountability of property includes, at the minimum:

- Establish record of property
- Document files
- Accountability for scrap, excess and surplus property
- Liability for excess and surplus property
- Inventory

b. The mandatory regulations and directives for this section include the following:

- DoD 4160.21-M, Chapter 3, Paragraph G.1
- DoD 4000.25-2-M, “Military Standard Transaction Reporting and Accounting Procedures”
- DLAR 7500.1, “Accountability and Responsibility for Government Property in the Possession of the Defense Logistics Agency”
- DRMSI 4160.14, Section 2, Chapter 2, Section 3, and Section 4, Supplement 2, C1, C2, C4 and C8.

c. Perform inventories at least annually (to include wall-to-wall inventories) and update the accountable records – including any research or forms completion. Firms submitting proposals shall outline a method to assure proper property accountability.

Accountability and documentation responsibilities include at the minimum:

- Maintaining property accounting/inventory records
- Changing the automated record to reflect property moves and dispositions
- Updating the automated record to reflect property issue
- Performing inventory and inventory validations
- Maintaining an electronic/physical document file

DOCUMENT FILES

The DRMOs maintain a systematic, auditable accountable file supporting actions taken for audit and reference purposes.

ACCOUNTABILITY FOR EXCESS AND SURPLUS PROPERTY

a. The DRMOs maintain inventory accuracy and care for DoD excess and government surplus property. At no time during work performance does title to excess and surplus property pass to the DRMO. Initiate adjustments and perform research and resolution relating to discrepancies that occur between the electronic record and physical existence of property including, but not limited to, quantity, location, and description. Suspend property issue upon discovery of quantity inconsistencies or property descriptions discrepancies.

b. Provide or make available upon request, a separate review of all related research and findings to ensure all pertinent files, records, documents etc, were evaluated in conducting the review.

c. Research quantity inconsistencies and property description discrepancies discovered after property issuance and resolve

LIABILITY FOR EXCESS AND SURPLUS PROPERTY

a. In accordance with the criteria set forth in DLAD 4140.69, Para (E) (6) (a), the DRMO notifies of an inventory loss or damage that qualifies for a loss or damage report.

b. The DRMO is held financially liable for loss, damage, or destruction of excess and surplus property caused by negligence, willful misconduct or unauthorized use. The DRMO's liability for loss, damage, or destruction of excess and surplus property is based on an approved FLIPL

TE - 8 HAZARDOUS PROPERTY (HP)

SCOPE

The contractor shall manage both hazardous materials and hazardous waste at the DRMO yard or at offsite locations if a request is made for the support by the customers. The DRMO is not authorized to accept biological waste, nuclear waste, general municipal-type waste (land-fill material), live or expended AEDA to include chemical weapons or residue.

REQUIREMENTS

a. The DRMO assist the generating units with managing waste at the sites with respect to environmentally regulated and HP. Operations and Management activities at the DRMOs are identified but not limited to the following:

- Inventory Control/Accuracy
- Verifying – includes but not limited to the chemical composition, waste classification etc.
- Generating internal and external reports
- Maintaining a Material Safety Data Sheet (MSDS) library and a back-up library at all sites
- Preparing documentation for turn-in for disposal
- Assist the HW disposal contractor or the HM sales contractor to load HW/HM for removal from the site
- Verify proper packing, marking and labeling of containers for transportation on public highway in accordance with United Nations/ADR standards
- Verify only proper United Nations (UN) specification containers are used for collection, interim storage and transportation of HW

b. Perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, DRMO personnel and equipment must comply with applicable DoD requirements and local, host nation and installation laws, safety regulations and procedures. Ensure that its agents and employees perform in a safe manner. The DRMO must ensure that all personnel involved in management, handling and packaging the HW be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, release reporting, spill management and response. Handling and personal protective equipment shall be provided by the DRMO and must be appropriate to ensure safe handling of the HW.

d.. DRMO personnel attend Security and Safety Training briefings as required by the different bases.

e. Prepare a site specific Health and Safety Plan in accordance with 29 CFR 1920.120. This plan shall be submitted 15 days prior to commencement of work to the base environmental/safety officer(s).

f. The DRMO may be required to make arrangements for the disposal of HW in third countries if compliant disposal is unavailable in the country where the HW was generated. This may include making arrangements for transportation and security of such items from point of generation and/or the DRMO to the ultimate disposal site, as well as satisfying documentation requirements for such transboundary shipments, including but not limited to customs and border requirements and the requirements of the Basel Convention on the Transboundary Shipment of Hazardous Waste.

PERMITS

Responsible for obtaining any necessary licenses, permits if applicable, and for complying with any applicable laws, codes and regulations in connection with the execution of the work. This includes acquiring any required permits, registrations, authorizations or notifications necessary to operate in any country or on any installation listed in this contract. Such Permits may include those used for storage, transporting, and recycling of wastes, and any other permits required to perform the services within this contract.

INSPECTIONS

The DRMO personnel must monitor and inspect the DRMO hazardous waste storage areas. Inspections are to insure that adequate space is maintained, emergency equipment is operable, compatibility/segregation of wastes is maintained, utility systems are operable, leaking or deterioration of containers is identified and corrected, and liquid collection systems are operational. Inspections are held at a minimum on a weekly basis. The DRMO maintains a record of the inspections. An inspection log is kept at each site visible and protected from the weather and a comprehensive log of all inspections is maintained at a central office.

REPORTING REQUIREMENTS

a. All reports must have a Contract Data Requirements Listing (CDRL). Deliver the following reports IAW Provision I-209 and Para 9.2 of the LOGCAP basic contract SOW: Cost Schedule Status Reports - Draft C/SSR's shall be submitted weekly with monthly formal submissions; Monthly Status Reports-First working day of each month; Trip Reports – 7 calendar days after completion; Daily Event Situation Reports (SITREP); Event Lessons Learned – Every 60 days; and, Event After Action Report – 30 days after conclusion of DRMO support.

b. Produce numerous reports involving the DRMO to comply with DOD or Host Nation requirements. All external reports will be submitted to Base Camp/Installation Environmental office for coordination and approval. Develop and maintain computerized systems to manage HW.

c. Submit a SITREP on past weekly activities accomplished and to be accomplished during the first three (3) months. At monthly meetings the DRMO shall prepare and submit a CDRL, summary of the number of drums stored, daily log sheets, inspection reports, and information update on any reports in process listed in this contract. DRMOs submit real time reports for items of interest that result in higher levels of scrutiny of the DRMS/DLA mission.

TE - 9

DEMILITARIZATION (DEMIL)

PURPOSE

Perform DEMIL of excess U.S. DOD property at DRMOs and U.S. Forward Operating Bases (FOBs) as directed. This requirement may involve disposal of the HP generated as a result of performing DEMIL.

OBJECTIVE

The objective of DEMIL is to eliminate the offensive and defensive capability inherent in the equipment and prevent further use for its intended military purpose.

DEMILITARIZATION (DEMIL)

- a. Store DEMIL required items in a secured separate area from other property.
- b. Perform a DEMIL process that results in the total destruction of the property. Destroy items and components to preclude restoration or repair to a usable condition. Dispose of hazardous property removed from the demilitarized property in accordance with all International, Host Installation and Host environmental and Safety laws and regulations.
- c. All demil required property must be totally destroyed; it may not be resold as usable property. The property and its components must be destroyed to preclude restoration or repair to a usable condition.
- d. The contractor will be directed by DRMS to handle specific DEMIL property in one of two ways. Either DEMIL the property on site, or arrange for the collection, packaging and shipment of DEMIL code B, C, D, E, F, and Q property for shipment to DRMO Kaiserslauten for disposal. DRMS will base its decision on such factors as the cost of DEMIL on site versus transportation costs to Germany, and the contractor's ability to properly and safely DEMIL the property.
- e. Provide technically qualified personnel and proper equipment adequate to properly and safely DEMIL property.

DEMIL METHOD

The preferred method of DEMIL is shredding. Most DEMIL required property can be shredded although some items, e.g. vehicle frames, engines, drive trains, hardened steel will need to be cut up by shears, torch cutting, plasma cutter, etc.. Other DEMIL methods include melting, tearing, scratching, crushing, breaking, punching or neutralizing. Reference Defense DEMIL Manual, DOD 4160.21-M-1, Appendix 3.

CERTIFICATION OF DEMILITARIZATION

a. A certificate as quoted below will be signed and dated by a technically qualified Government representative (or contract employee) as designated in writing by the responsible commander or agency chief, or by designated DRMO personnel who actually performed the DEMIL. The certificate will be executed for all items demilitarized and will read as follows:

“I certify that (identify items) were demilitarized in accordance with (cite specific Appendix, Category and Paragraph that there complied with in the DoD 4160.21-M-1 and other applicable regulations).”

b. The certificate must be countersigned by a technically qualified U.S. Government representative (U.S. citizen) designated in writing by the responsible commander or agency chief, who actually witnessed the demilitarization of the material or inspected the residue. The individual who countersigns should be at least in the next higher management or technical level to the initial certifying individual.

c. The certification will include the printed or typed name, grade/rank/title and activity of the signatories.

d. In the case of excess/surplus DRMO inventory, DRMO personnel may accomplish certification. Verification (countersignature) must be accomplished by a technically qualified U.S. Government representative (U.S. citizen).

e. The disposal activity Chief, Property Administrator, or turn-in activity Accountable Property Office, as appropriate, will place the DEMIL certificate in the applicable source document file for the period stipulated in departmental/agency file retention regulation/instruction. The ACO/PCO will ensure that a copy of the certificate is placed in the appropriate contract administration file and retained for a period of four years. DEMIL certificates for small arms weapons/receivers will be retained indefinitely.

TE - 10 SALES

SALES

GENERAL REQUIREMENT

a. The contractor may be required at the discretion of the Government, to sell scrap or other property that has survived excess and surplus property screening and disposal. Sales of property located in Kuwait and Afghanistan require approval of the host country of items offered for sale prior to release of the property. The Government anticipates that such sales will offset some of the costs incurred in performing this contract. Within the requirements for sales of Foreign Excess Personal Property the contractor must outline in its proposal how it will enhance the sale of scrap and other property to achieve the highest revenue. The Government must ultimately retain title to and ownership of any property sold until it is removed from the DRMO facility and properly demilitarized, as appropriate, and will be the signatory on any sales contracts. Resale to prohibited individuals or countries is unauthorized.

b. The contractor will also be required to secure appropriate access for scrap and other property buyers to the facility to inspect and remove the property in a timely manner. The contractor will be required to provide off-base storage for any property sold within sixty (60) days of conducting a sale, regardless of the status of the relationship between the Government and the sales buyer.

WRITTEN REPORT - CLASSIFIED/AEDA/RADIOACTIVE/HUMAN REMAINS/BIOHAZARDS

Provide a written report to the on site COR within 72 hours of discovering classified material/documents, AEDA, radioactive articles or Human Remains/Biohazards. The report shall contain:

- (1) Description of the material discovered
- (2) Time and place the material was discovered
- (3) What classified markings were noticed on the material
- (4) Names of contractor personnel and any visitors coming in contact with the material
- (5) Where the material originated
- (6) Synopsis of the incident
- (7) Steps taken to prevent further exposure
- (8) Method used to return the material to the Government

REQUIRED REPORTS/DATABASES

All reports below will be included with the Invoice for each Task Order. All reports shall be constructed and maintained in a current status, in Microsoft EXCEL® for each Task Order. Electronic submission is acceptable as long as it is compatible with existing DRMS computer software programs.

PRODUCTION REPORT

a. This report shall be accessible via computer by the Government and shall include:

1. Task Order Number
2. Weight of hazardous property removed
3. Weight of scrap/recyclable materials sold by commodity group
4. Weight of non-hazardous non-saleable materials sent to recycling, landfill or other disposal
5. Contract billing amount broken down by CLIN
6. Supporting documentation (descriptions, etc.)

b. Weights and prices in the Production report must correspond to weights and prices reported in other reports. Supporting documents (weight tickets, manifests, and sales contracts) shall be made available to the Government on request. The contractor must retain the present capability to match data entries across all reports.

HAZARDOUS PROPERTY REMOVED DURING THE DEMILLING PROCESS

This report shall be accessible via computer by the Government and shall include:

- a. Description of HP removed by task order.
- b. Weight of HP removed by task order
- c. Weight of HP packaged and sent to Government storage area
- d. Manifest/shipping paper number item was sent for disposal
- e. Name of destination facility
- f. Shipment number
- g. Certificate of Disposal if applicable (with Manifest number or shipping number)

SCRAP MATERIALS SALES

This report shall be accessible via computer by the Government and shall include:

- a. Task Order Number, type of property sold by scrap classification
- b. Weight of material sold by scrap classification
- c. Date of sale
- d. Identity of buyer
- e. Address of buyer
- f. Shipment number

SCRAP

SCRAP MATERIAL LAYDOWN YARD

- a. Perform work for and under control of the Installation/Generator with DRMS providing advisory support. DRMS provides guidance and oversight of the operation and disposal procedures.
- b. The performance standards are contained in the following mandatory regulations and directives:
 - DoD 4160.21-M, Defense Material Disposition Manual
 - DoD 4160.21-M-1, Defense Demilitarization Manual
 - DFARS 245.7301, Defense Federal Acquisition Regulation Supplement, Sale of Surplus Contractor Inventory.
 - DRMS-I 4160.14 Vol II, Warehousing for DRMS and DRMOs
 - DRMS-I 4160.14 Vol IV, Policies and Procedures in Disposal Operations for Property Accounting
 - DRMS-I 4160.14 Vol VII, Policies and Procedures for Demilitarization for DRMS and Defense Reutilization and Marketing Office(s)
 - DRMS-I 6050.1, Environmental Compliance for the DRMS Hazardous Property Management Program

SCRAP OPERATIONS

Receive, segregate, store and dispose of scrap material and items downgraded to scrap. The scrap will be segregated by appropriate DEMIL code and country of origin (US Forces scrap will not be commingled with other Foreign Forces generated scrap). The appointed on-site DRMS employee providing oversight of the contract may on a case by case basis, require the labeling, packaging and

shipment of DEMIL code B, C, D, E, F and Q property to DRMO Kaiserslautern for Disposal. Vehicles stored as scrap shall be held until released by the on-site COR as vehicles are often cannibalized for parts by DoD activities.

LOCATIONS

Property is located at the DRMOs and possibly in excess of 100 Forward Operating Bases (FOBs) which may be added during performance. These FOBs are located at various sites throughout Iraq.

Sample Task Order

The contractor is required to propose a price under this sample task order for assisting the Army in closing down forward operating base (FOB) DRMS* in Tikrit, Iraq and taking custody of the property from the Army. The contractor's responsibility includes but is not limited to, assessing the property types, i.e., scrap or usable, categorizing the property, assessing disposition options, evaluating the condition of the property, demilitarizing property on-site, and shipping the property back to the DRMO for storage until final disposition. The contractor shall provide all equipment required to perform this task. The following property is located on-site: 1,000 cubic feet pile of tires, five desks, 1 copy machine, 5 computers, 10 drums of used oil, 3 drums of new oil, 30 vehicle batteries, two 500 watt diesel generators, 30 sets of BDUs, 3,000 cubic feet of scrap metal, 4 armored humvees, 40 kevlar vests, and one 300 foot roll of 10 feet wide camo netting. Demilled required property from above are 4 armored humvees, 40 kevlar vests and the camo netting. This property carries a demil D code. Prior to removal of demil required property, the contractor shall demil the property in accordance with DoD 4160.21-M-1.

The contractor shall provide a price proposal for accomplishing the above sample task. With their price proposal the contractor shall provide a breakdown of all costs used to determine price including but not limited to, labor hours, labor rates, and labor categories from CLIN, overhead, profit, material costs, transportation costs, security costs, etc. The contractor shall also provide all assumptions and any other information they used in pricing this task so the Government fully understands how their price was developed. Transportation and security costs also must be broken down to show labor rates, categories and hours.

*Note this is not a real FOB, but is only used so the offeror has a geographic reference point to provide for pricing to send personnel and equipment to a site that is not located on a DRMO.

This pricing task will be evaluated for realism, i.e., the degree to which the proposed prices demonstrates the offeror's understanding of the objectives and requirements of the contract. The evaluation will consider evidence that the offeror can successfully complete the project at the proposed price. Prices and labor rates will be fully evaluated using price analysis or cost analysis as appropriately and be narratively assessed.